

EXHIBIT 74

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Facebook Business Tools Terms

The Facebook Business Tools are a subset of [Facebook Products](#) that we provide to help website owners and publishers, developers, advertisers, business partners (and their customers) and others integrate, use and exchange information with Facebook. The Facebook Business Tools include [APIs and SDKs](#), the [Facebook Pixel](#), [social plugins](#) such as the Like and Share buttons, Facebook [Login and Account Kit](#), as well as other platform integrations, plugins, code, specifications, documentation, technology and services. By clicking "Accept" or using any of the Facebook Business Tools, you agree to the following:

1. [Sharing Personal Data with Facebook](#)

- a. You may use the Facebook Business Tools to send personal data to us about your customers and users ("Customer Data"). Depending on the Facebook Products you use, Customer Data may include:
 - i. "**Contact Information**" consists of information that personally identifies individuals, such as names, email addresses, and phone numbers that we use for matching purposes only. We will hash Contact Information that you send to us via a Facebook javascript pixel for matching purposes prior to transmission. When using a Facebook image pixel or other Facebook Business Tools, you or your service provider must hash Contact Information in a manner specified by us before transmission.
 - ii. "**Event Data**" includes other information you share about your customers and the actions they take on your websites and apps or in your stores, such as visits to your sites, installations of your apps, and purchases of your products.
- b. Customer Data does not include information that an individual specifically directs you to share on our platform, such as an article or song shared via social plugins or another integration.
- c. We will not share the Customer Data you provide to us with third parties (including advertisers) unless we have your permission or are required to do so by law. We will maintain the confidentiality and security of the Customer Data, including by maintaining appropriate organizational, technical and physical safeguards that are designed to (a) protect the security and integrity of the Customer Data while they are within our systems and (b) guard against the accidental or unauthorized access, use, alteration, or disclosure of Customer Data within our systems.
- d. You represent and warrant that you (and any data provider you may use) have a lawful basis (in compliance with all applicable laws, regulations and industry guidelines) for the disclosure and use of Customer Data. If you have not collected Customer Data directly from the individual it pertains to, you represent and warrant, without limiting anything in these Business Tools Terms, that you have all necessary rights and permissions and a lawful basis to disclose and use the Customer Data.
- e. You will notify us promptly in writing of any actual or threatened complaint or challenge related to the use of personal data under these Business Tools Terms and will cooperate with us in responding to such complaint or challenge.
- f. If you are using the Customer Data on behalf of a third party, you also represent and warrant that you have the authority as agent to such third party to use and process such data on its behalf and bind such third party to these Business Tools Terms. You will only use the Customer Data or any audience or reports generated through use of the Customer Data on behalf of such third party.
- g. You will not share Customer Data with us that you know or reasonably should know is from or about children under the age of 13 or that includes health, financial information, or other categories of sensitive information (including any information defined as sensitive under applicable law).

2. [Use of Customer Data](#)

- a. We will use Customer Data for the following purposes depending on which Facebook Company Products you choose to use:

i. [Contact Information for Matching](#)

1. You instruct us to process the Contact Information solely to match the Contact Information against Facebook's or Instagram's user IDs ("Matched User IDs"), as well as to combine those user IDs with corresponding Event Data. We will delete Contact Information following the match process.

ii. [Event Data for Measurement and Analytics Services](#)

1. You instruct us to process Event Data (a) to prepare reports on your behalf on the impact of your advertising campaigns and other online content ("Campaign Reports") and (b) to generate analytics and insights about your customers and their use of your apps, websites, products and services ("Analytics").
2. We grant to you a non-exclusive and non-transferable license to use the Campaign Reports and Analytics for your internal business purposes only and solely on an aggregated and anonymous basis for measurement purposes. You will not disclose the Campaign Reports or Analytics, or any portion thereof, to any third party, unless otherwise agreed to in writing by us. We will not disclose the Campaign Reports or Analytics, or any portion thereof, to any third party without your permission, unless (i) they have been combined with Campaigns Reports and Analytics from numerous other third parties and (ii) your identifying information is removed from the combined Campaign Reports and Analytics.

iii. [Event Data To Create Targetable Audiences](#)

1. We may process the Event Data to create audiences (including Website Custom Audiences, Mobile App Custom Audiences and Offline Custom Audiences) that are grouped together by common Event Data, which you may use to target ad campaigns. In our sole discretion, we may also allow you to share these audiences with other advertisers.

iv. [Event Data To Deliver Commercial and Transactional Messages](#)

1. We may use the Matched User IDs and associated Event Data to help you to reach people with transactional and other commercial messages on Messenger and other Facebook Company Products.

v. [Event Data to Personalize Features and Content and to Improve and Secure the Facebook Products](#)

1. We use Event Data to personalize the features and content (including ads and recommendations) we show people on and off our Facebook Company Products. In connection with ad targeting and delivery optimization, we will: (i) use your Event Data for delivery optimization only after aggregating such Event Data with other data collected from other advertisers or otherwise collected on Facebook Products; and (ii) not allow other advertisers or third parties to target advertising solely on the basis of your Event Data.
2. We may also use Event Data to promote safety and security on and off the Facebook Company Products, for research and development purposes, and to maintain the integrity of and to improve the Facebook Company Products.

3. [Special Provisions Concerning the Use of Facebook Pixels and SDKs](#)

- a. You (or partners acting on your behalf) may not place pixels associated with your business manager or ad account on websites that you do not own without our written permission.

- b. If you use our pixels or SDKs, you further represent and warrant that you have provided robust and sufficiently prominent notice to users regarding the Customer Data collection, sharing and usage that includes, at a minimum:

i. For websites, a clear and prominent notice on each webpage where our pixels are used that links to a clear explanation (a) that third parties, including Facebook, may use cookies, web beacons, and other storage technologies to collect or receive information from your websites and elsewhere on the internet and use that information to provide measurement services and target ads, (b) how users can opt-out of the collection and use of information for ad targeting, and (c) where a user can access a mechanism for exercising such choice (e.g., providing links to: <http://www.aboutads.info/choices> and <http://www.youronlinechoices.eu>).

ii. For apps, a clear and prominent link that is easily accessible inside your app settings or any privacy policy and from within any store or website where your app is distributed that links to a clear explanation (a) that third parties, including Facebook, may collect or receive information from your app and other apps and use that information to provide measurement services and targeted ads, and (b) how and where users can opt-out of the collection and use of information for ad targeting.

c. In jurisdictions that require informed consent for the storing and accessing of cookies or other information on an end user's device (such as but not limited to the European Union), you must ensure, in a verifiable manner, that an end user provides the necessary consent before you use Facebook Business Tools to enable us to store and access cookies or other information on the end user's device. (For suggestions on implementing consent mechanisms, visit [Facebook's Cookie Consent Guide for Sites and Apps](#).)

4. Modification, Termination, and Retention:

- a. We may modify, suspend, or terminate your access to, or discontinue the availability of the Facebook Business Tools at any time. You may discontinue your use of the Facebook Business Tools at any time. Subject to these Business Tools Terms, we may retain the Event Data for a maximum of two years. We will retain any audiences you create using the Event Data until you delete them via your account tools.
- b. These Business Tools Terms govern your provision of the Customer Data to us and your use of Facebook Business Tools. Your use of these Facebook Business Tools may also be governed by the [Facebook Platform Policy](#). These Business Tools Terms do not replace any terms applicable to your purchase of advertising inventory from us (including but not limited to the Facebook Advertising Policies at <https://www.facebook.com/policies/ads>), and such terms will continue to apply to your ad campaigns. Facebook's Custom Audience terms (currently available at <https://www.facebook.com/ads/manage/customaudiences/tos>) will not apply to audiences generated through the processing of Event Data under these Business Tools Terms. We reserve the right to monitor or audit your compliance with these Business Tools Terms.
- c. Note:
 - i. We have updated the Terms For Conversion Tracking, Custom Audiences From Your Website, and Custom Audiences From Your Mobile App, including changing its name to the [Facebook Business Tools Terms](#). For purposes of the Facebook Business Tools Terms, references in existing terms or agreements to the "Facebook Tools" shall now mean Facebook Business Tools.
 - ii. We have updated the Offline Conversion Terms, including changing its name to the [Facebook Business Tools Terms](#). For purposes of the Facebook Business Tools Terms, references in existing terms or agreements to (i) "Sales Data" shall now mean Customer Data; (ii) "User Information" shall now mean Contact Information; (iii) "Sales Transaction Data" shall now mean Event Data; (iv) "Matched Data" shall now mean Event Data that is combined with Matched User IDs; (v) "Unmatched Data" shall now mean Event Data that is not combined with Matched User IDs; (vi) "Reports" shall now mean Campaign Reports; and (vii) "OC" shall now mean our Offline Conversions feature.
- d. As with our Commercial Terms, we may make changes to these supplemental terms. By continuing to access or use any Facebook Products subject to supplemental terms after any update to the supplemental terms, you agree to be bound by them.
- e. Nothing in these Business Tools Terms will prevent us from making disclosures to our users related to Facebook Business Tools as we may be advised or as we may determine are appropriate or required under applicable law.

5. A note to EU and Swiss data controllers

- a. To the extent the Customer Data contain personal data which you process subject to the General Data Protection Regulation (Regulation (EU) 2016/679) (the "**GDPR**"), the parties acknowledge and agree that for purposes of providing matching, measurement, and analytics services described in Paragraphs 2.a.i and 2.a.ii above, that you are the data controller in respect of such personal data, and you have instructed Facebook Ireland Limited to process such personal data on your behalf as your data processor pursuant to these terms and Facebook's [Data Processing Terms](#), which are incorporated herein by reference. "Personal data," "data controller," and "data processor" in this paragraph have the meanings set out in the Data Processing Terms.

Effective Date: May 25, 2018

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